ISSUED TO				
DATE				

SEWERAGE AND WATER BOARD OF NEW ORLEANS

SPECIFICATIONS FOR FURNISHING

LIME

REQUISITION NO. AL210017

PROPOSALS TO BE RECEIVED 11:00 A.M., LOCAL TIME, July 15, 2021

SEWERAGE AND WATER BOARD OF NEW ORLEANS

SPECIFICATIONS FOR FURNISHING

LIME

REQUISITION NO. AL210017

(1) Sealed proposals will be received by the Sewerage and Water Board of New Orleans at the office of its Purchasing Agent, Room 133, 625 St. Joseph Street, New Orleans, Louisiana 70165, on July 15, 2021 until **11:00** o'clock A.M., for:

LIME

in accordance with the following specifications and as called for in the Form of Proposal.

INFORMATION FOR BIDDERS

(2) All proposals will be delivered to the Purchasing Agent of the Sewerage and Water Board, 625 St. Joseph St., New Orleans, Louisiana 70165, no later than 11:00 A.M. local time, of the date set for the opening of proposals, and any proposal received after that time will be returned unopened. Only one proposal must be placed in an envelope, and the envelope must be sealed and addressed to the Sewerage and Water Board of New Orleans, and must be marked plainly on the outside, "Proposal for LIME".

Bid Openings will continue to occur by the Sewerage and Water Board of New Orleans but Public attendance of these can only be done via teleconference. The teleconference information is as follows:

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 504-224-8698,787791097# United States, New Orleans

Phone Conference ID: 787 791 097#

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested vendors to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions MUST be in writing.

Inquiries are to be directed as follows:

TO: Shelita Sells

BY: email: ssells@swbno.org

The SWBNO Shall not and cannot permit an open-ended inquiry period as this creates an

unwarranted delay in the procurement cycle and operations of our departments. The SWBNO reasonably expects and requires responsible and interested proposers to conduct their in-depth response review and submit inquiries in a timely manner.

All inquiries shall be received by 11:00 a.m. on July 8, 2021.

- (3) A Cashier's check or a certified check made payable to the Sewerage and Water Board of New Orleans or a bid bond acceptable to the Sewerage and Water Board must be enclosed with each proposal, and no proposal will be considered which does not comply with this requirement. Said bid bond shall be written in the same name of the party, firm or corporation offering the proposal. The amount of this deposit or bid bond shall be five percent (5%) of the total amount of the proposal.
- (4) The deposit(s) or bid bond(s) called for in Paragraph No. 2 above will be retained by the Sewerage and Water Board as the property of the Bidder(s) until the Contract is awarded or all proposals are rejected. Upon award of the Contract, the deposit(s) or bid bond(s) of all bidders other than the lowest two (2) formal bidders will be returned. The return of the deposit or bid bond of the bidder to whom the Contract is awarded is conditioned upon his signing the Contract and furnishing surety as called for in Paragraph No. 5, within ten (10) days after notification of award by the Executive Director of the Sewerage and Water Board. The Contract shall be executed, and surety furnished by the successful Contractor or his authorized representative in the office of the Special Counsel of the Sewerage and Water Board, Room 201, within the time specified above. The deposit or bid bond of the next lowest bidder will be returned as soon as the Successful Bidder has executed his Contract and furnished bond. If all proposals are rejected, all deposits and bid bonds will be returned immediately.
- (5) The said bond shall be executed by a Surety company legally authorized to do business in the State of Louisiana, satisfactory to the Sewerage and Water Board, in the full amount of the Contract. Should the bidder to whom the Contract is awarded fail to appear within the specified period and execute the aforesaid Contract and Bond as herein set forth, his deposit or bid bond shall be forfeited and shall become the property of the Sewerage and Water Board as liquidated damages, and the said bidder shall cease to have any rights to or in the Contract. The Sewerage and Water Board may then proceed to advertise for new proposals or to award the Contract to the next lowest bidder.
- (6) All proposals must be made upon the printed form embodied in these specifications, and must not be detached from these specifications

NOTE: BIDS ON FORMS OTHER THAN THOSE PROVIDED WILL NOT BE CONSIDERED.

(7) Each proposal shall contain the full name and address of each person interested therein, if made by an individual, firm or co-partnership. If made by a corporation, it must be signed in the name of the corporation by a duly authorized officer or agent thereof, who shall also subscribe his own name and office. If possible, the seal of the corporation must be affixed.

(8) Prices bid in the proposal must be written in full in words and in figures; if there is a difference between the word and the figures in any price bid, the price written in words will be considered to be the true bid.

Erasures or other changes in the Bid Prices must be initialed by the Bidder.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN AND PROPOERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

- (9) Proposals from any person, firm or corporation in default upon any contract with the Sewerage and Water Board will neither be received nor considered. Any proposal which does not fully comply with all the provisions of the "Information for Bidders" and the "Technical Specifications" will be considered informal and may be rejected.
- (10) Firm proposals are desired, and no proposal containing an escalator clause will be considered, unless the limits of escalation are clearly defined. The Sewerage and Water Board reserves the right, in case of a proposal providing for a price escalation, to add the maximum price escalation to the bid price, for the purpose of comparison of proposals only.

Permission will not be given to withdraw, alter or add to any proposal after the final time set for the receipt of sealed proposals.

(11) The Contract will be awarded to a single bidder or to separate bidders whichever should appear to the best interest of the Board. If two or more proposals are received, equal in amount and lower than any other proposal, the Board reserves the right to evaluate these proposals and to decide which proposal will be accepted. All other conditions being equal, preference will be given in accordance with Act 318 of 1958, which is described within these specifications.

The Sewerage and Water Board reserves the right to reject any and all bids or proposals for just cause.

In accordance with R.S. 38:2212(H), the Sewerage and Water Board recommended awards based on bid results will be released via email notification to all respondents either no sooner than fourteen (14) days following the bid opening or after the recommendation of award by SWBNO or the design professional, whichever occurs first. Bidders may also telephone the Purchasing Department of the Sewerage and Water Board in order to determine the bid results. Objection by a bidder to any recommended award must be made in writing to the Purchasing Agent or Assistant Purchasing Agent within 72 hours (excluding Saturdays, Sundays, and Holidays) after that recommended bid award notification.

(12) The unit prices shall cover the requirements of the Sewerage and Water Board for a period of one (1) year, with one (1) renewal option. If requested by the Contractor and approved by the Board, the renewal option would be for a period of one (1) year, with all prices, terms and conditions of the original specifications remaining unchanged during the renewal term.

- (13) The initial contract period will begin on August 1, 2021 and cover the requirements of the Sewerage and Water Board through July 31, 2022. The contractor shall be prepared to begin shipments at such time as will allow the commodity bid to reach the Sewerage and Water Board facilities by August 1, 2021. The renewal term option, if exercised by the Board, would begin on August 1, 2022, and cover the requirements of the Sewerage and Water Board through July 31, 2023.
- (14) Between ninety (90) and one hundred twenty (120) days prior to the end of the initial contract period, the contractor shall submit a proposal to the Board (to the address specified in Paragraph 1, herein) stating his intent to renew (or not to renew) the contract with all terms conditions and prices of the original contract remaining unchanged for the renewal term. Upon receiving and evaluating any proposals for contract renewal, the Sewerage and Water Board will have the option to accept this proposal for the additional one (1) year term, or to reject this proposal and open the contract for public bid if doing so would be in the best interest of the Board.
- (15) Act 1029 of the 1991 Regular Legislative Session exempts the Sewerage and Water Board from all City and State sales and use taxes. The Sewerage and Water Board will not reimburse any contractor/vendor for any such taxes.
- In case of failure on the part of the Contractor to make deliveries as required by the Board, and failure on his part to prove delivery to the carrier of the amounts so required and if such failure of delivery on the part of the Contractor shall result in endangering the proper operation of its facilities, then the Sewerage and Water Board shall have the right to place the Contractor in default and if necessary to purchase it's commodity requirements in the open market, and any difference in the cost to the Sewerage and Water Board of the materials so purchased, over and above, the price bid by the Contractor shall be charged to the Contractor, and the Sewerage and Water Board will retain the same from any monies due or to become due the Contractor. Contractors placed in default shall be precluded from bidding on any future requirements of the Sewerage and Water Board. It is understood, however, that the requirements of this paragraph shall not be enforced if it can be shown that failure of delivery was caused by strikes in the Contractor's plant or other causes beyond the control of the Contractor.
- (17) Staff recommended awards based on bid results will be posted on S&WB's website at swbno.org/doing business/bid tabulations within 72 hours (excluding Saturdays, Sundays, and holidays) after the bid opening. Bidders may also telephone the Purchasing Department of the Sewerage and Water Board in order to determine the bid results. Objection by bidder to any recommended award must be made in writing to the purchasing agent or assistant purchasing agent within 72 hours (excluding Saturdays, Sundays, and holidays) after the bid award has been recommended.

All bids shall remain firm for a period of seventy-five (75) days after the date of bid opening. The proposal submitted by the Lowest Bidder will be tentatively selected within 45 days by the Sewerage and Water Board at its regular monthly meeting following the opening of bids provided that the lowest bid is acceptable to the Sewerage and Water Board.

(18) ACT 318 OF 1958

Under the terms of Act 318 of 1958 of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana or (2) to products produced (or) grown (or) manufactured in the State. Before any bill for supplies shall be paid to any non-resident firm, a statement in writing shall be submitted by the seller to the effect that his firm has paid all taxes duly assessed by the State and its political subdivisions, including franchise taxes, privilege taxes, sales taxes, and all other taxes for which it is liable to the State and its political subdivisions.

(19) RIGHT TO AUDIT

The Contractor will submit to any SWBNO audit, inspection, and review and, at the SWBNO's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the SWBNO.

Administrative and financial records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, change order requests, correspondences and subcontract files (hard copies as well as computer readable data, if it can be made available). Records must be retained and made available upon request for a minimum of five (5) years following completion or formal acceptance of the contracted project.

The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

(20) INSURANCE

The Vendor shall maintain at his own expense and in good standing, such insurance as will protect himself, the Sewerage and Water Board of New Orleans (the Board), the City of New Orleans (the City), their officers, officials, employees, boards, commissions, and volunteers, as well as any sub-contractors, including any subcontractor performing shipping and delivery as a part of this transaction, from and against any and all claims for damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insureds" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Vendor, any subcontractors, and their insurers shall agree to waive all rights of subrogation against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Vendor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state

that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Risk Manager of the Sewerage and Water Board of New Orleans.

In general, insurance is to be placed with insurers with an A.M. Best's rating of A-:V, although this requirement may be reviewed and modified by the Risk Manager of the Sewerage and Water Board of New Orleans in the best interest of the Board. The Risk Manager may also consider performing such review upon the request from the contractor. The contractor shall furnish the Sewerage and Water Board of New Orleans with certificates of insurance affecting coverage required by this contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance are to be received and approved by the Risk Manager of the Sewerage and Water Board of New Orleans before work commences. The Sewerage and Water Board of New Orleans reserves the rights to require complete, certified copies of all required insurance policies at any time.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by the Contractor during the entire term of this Contract:

- (a) WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford Statutory Limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- (b) COMMERCIAL GENERAL LIABILITY INSURANCE, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.
- (c) BUSINESS AUTOMOBILE INSURANCE, which shall cover liability arising out of use of any auto (including owned, hired, and non-owned autos). The limit of liability shall not be less than \$1,000,000 each claim or incident for all injuries, property damage, and/ or death resulting from any one occurrence.

In addition, the Vendor shall be required to furnish the Risk Manager of the Sewerage and Water Board of New Orleans all copies of investigate reports with regard to any and all claims filed with the Vendor and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgements in order that annual aggregate limits may be monitored by the Sewerage and Water Board of New Orleans for the Vendor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve the Vendor of his responsibility for losses not covered by insurance. Prior to the signing of the contract,

evidence of all applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Sewerage and Water Board. All policies shall be issued by insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board.

The Vendor and/or his insurer shall notify the Risk Manager of the Sewerage and Water Board of New Orleans at least thirty (30) days in advance of any insurance coverage to be cancelled or of any insurance coverage that will expire. The Vendor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event the Vendor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Sewerage and Water Board will obtain the required coverage to become effective on the date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of the Vendor and any expenditure incurred by the Board for this coverage will be deducted from any balance due to the Vendor. Should the cost of new coverage exceed the balance due the Contractor, Contractor shall remit the excess amount of the cost in its entirety to the Board within five (5) days of the date the Board obtained the required coverage. Should the Board be unable to secure new coverage to take the place of the expired or canceled policy or policies, a "stop work" order will be issued and all work on the contract shall cease on or before the same date and hour as the coverage ceases. Should the Vendor fail or refuse to secure coverage within five (5) days after the date of the "stop work" order, then in such case the Vendor shall be declared to be in default, and the contract between the parties shall be considered canceled and of no force or effect between the parties reserving all rights of the Board against the Vendor and his surety.

If this transaction requires the Vendor or any sub-contractor's employees to enter Sewerage and Water Board facilities or job sites, a senior employee of the contractor will review the Sewerage and Water Board Safety Orientation Notice (Notice), and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract.

If this transaction involves the delivery of hazardous materials, the Vendor shall ensure that he or any deliverer is at all times in compliance with CFR49, Parts 100-177. The Vendor shall also ensure that the manufacturer maintains product liability insurance for any commodity involved in this transaction which, if defective, could cause bodily injury and/or property damage. The limit of liability shall not be less than \$1,000,000 each claim or incident for all injuries, illnesses, property damage, and/ or death resulting from any one occurrence. The Vendor, any and all subcontractors, and all insurers shall agree to waive all rights of subrogation in favor of the Sewerage and Water Board of New Orleans as a condition of the required insurance.

INDEMNIFICATION

To the fullest extent permitted by the law, the Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees, representative and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to, loss of property or life or personal injury during the performance of this contract, growing out of, resulting from, or by reason of any act or omission by the Vendor, its agents or employees.

The Vendor shall further indemnify and hold the Board harmless from any and all claims and liens for labor, services or materials furnished to the Vendor in connection with the

performance of this contract.

Limitations by statute as to workers' compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

WORKERS' COMPENSATION

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA R.S. 23:1021(6), that it's employees shall not be considered employees of the Board for workers' compensation coverage, and that the Board shall not be liable to the Vendor or its employees for any workers' compensation benefits or coverage.

EXCLUSION OF UNEMPLOYEMENT COMPENSATION COVERAGE

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA R.S. 23:1472(12)(E), that neither the Vendor nor anyone employed by the Vendor shall be considered an employee of the Board for the purpose of unemployment compensation coverage.

POLICY TO ENHANCE THE USE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) VENDORS

All vendors/contractors are encouraged to identify and use S&WB certified DBE vendors to the fullest extent possible in major as well as minor purchases of heavy equipment, hardware supplies, etc.

A current listing of approved DBE vendors is available through the S&WB's web site at, www.swbno.org. Link to: Bids and Business/Disadvantaged Businesses

https://www.swbno.org/business_disadvantagedbusinessprogram.asp

(21) SEWERAGE & WATER BOARD OF NEW ORLEANS SAFETY ORIENTATION NOTICE

WELCOME

We welcome you to the Sewerage and Water Board and request your assistance in maintaining our Safety Standards. For the safety of yourself and everyone working at the S&WB, you are asked to observe the following safety precautions. When this notice has been read thoroughly, a senior representative of your company is required to distribute this information to all employees who will be affected. You may call Risk Management at (504) 585-2422 or the Safety Department at 504-585-2522 if you have any questions.

BASIC

- 1. Smoking will be allowed in designated safe areas only.
- 2. Horseplay, practical joking and fighting are positively prohibited.
- 3. The use or possession of illegal drugs or intoxicating beverages is strictly prohibited on all S&WB property.
- 4. Housekeeping is a must. We will keep our area safe and free from litter and expect you to do the same.
- 5. Handrails should always be used when going up or down ladders or stairs.
- 6. Atmospheric conditions such as adequate ventilation, presence of oxygen and absence of explosive gases will be assured before working in voids, tanks, or other enclosed spaces.

EMERGENCY

7. The S&WB's Emergency Response Plan is a document which provides specific notification instruction to be followed in case of hazardous material spills. The Board's Environmental Affairs office phone number is 504-858-7305, 7:30-4:00 p.m., regular business hours. The Board's 24-hour emergency line is 942-3833 (Central Yard) and 865-0575 (Central Control Dispatcher, Carrollton). Since Board contracts are performed under various circumstances at various locations, prior to beginning any work the contractor should consult the Board employee who is responsible for monitoring the contract in order to establish the most effective procedures for handing emergencies. Mr. Johnson and Mr. Pete can advise in these matters at the above phone numbers.

TRANSPORTATION

Warning signals and lights should be used as follows:

- 8. Rotating beacons should be used if your vehicle is so equipped
- 9. Taillights/emergency flashers shall be used.
- 10. Orange reflector type safety cones shall be placed to give other motorists warning.
- 11. If vehicle is moving, backing or parking, proper traffic control shall be exercised.

PROTECTIVE CLOTHING AND EQUIPMENT

- 12. Safety glasses shall be worn by all personnel who are exposed to eye hazards. Hard hats will always be worn while an employee is in the immediate vicinity of overhead hazards or while operating heavy equipment without a Rollover Protection Device.
- 13. Protective clothing and equipment such as rubber aprons and gloves, eye and face protection, approved respirators or dust masks will be worn when handling all harmful chemicals.

REPORTING

- 14. Defective equipment, machinery, hazardous conditions, or unsafe work practices or conditions shall be reported immediately to your supervisor/foreman who will then contact proper S&WB personnel for correction.
- 15. All injuries will be reported to the Risk Manager at (504) 585-2422 or to the Safety Unit, 504-865-0434, regardless of how minor an injury may seem.
- 16. S&WB employees may hold safety meetings to discuss and promote safe work conditions and accident prevention. You may be asked to attend.

WORKSMART

- 17. Always stay alert, know what is going on around you. Know the safe operating procedures concerned with your assigned duties. When your duties may influence the safety of Board employees, notify the employees and their supervisor first.
- 18. Vendor/Contractors shall at all times demonstrate strict compliance with all Federal, State and Local regulations regarding safety, including but not limited to all relevant D.E.Q., D.O.T., E.P.A., and O.S.H.A. regulations.
- 19. The Vendor/Contractor will, at the request of the Risk Manager and Senior Safety Engineer, remove any of his employees found to be creating or contributing to unsafe conditions.
- 20. The following items are not allowed in or on any Sewerage and Water Board facility or job site:

Firearms and ammunition Alcohol and illegal drugs

21. Radios should be turned off.

TECHNICAL SPECIFICATIONS

(22) Approval and Certification

It is the intention of the Sewerage and Water Board to accept bids only from vendors or manufacturers whose Lime conforms to AWWA Standard B202-13. The Lime must also be certified as suitable for the treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals-Health Effects. Verification of NSF Standard 60 certification must also be included within the completed bid package.

Shipment, Delivery, And Quantity Requirements

- (23) Furnish and deliver approximately one thousand two hundred (1,200) tons of Lime for delivery, F.O.B., Algiers Water Plant, 900 Lamarque Street, New Orleans (Algiers), Louisiana, in hopper bottom "Butler" type or equivalent pneumatic trailers, with a twenty (20) ton capacity, complete with the high velocity blower capable of unloading into the Board's bulk storage tanks at a rate of approximately twenty (20) tons per hour.
- (24) Pneumatic trailer deliveries will be made between the hours of 8:00 A.M. and 2:00 P.M. on regular working days. Truck drivers making deliveries shall notify Plant personnel of their arrival and shall not connect to the Board's storage tanks until authorized by a representative of the Chemical Building. It is essential that trailers be thoroughly cleaned before loading. At least twenty-four (24) hours notice prior to delivery must be made for Board personnel to prepare to receive a shipment.
- (25) Approximately seventy-five (75) tons of Lime can be stored by the Algiers Water Plant under present conditions. The quantity of Lime used will be fairly constant from day to day, but will vary with the seasons of the year and with the character of the Water of the Mississippi River.
- (26) Orders for individual shipments will routinely be placed on an as needed basis and will be placed forty-eight (48) hours in advance of the date set for delivery.
- (27) It is essential that shipments arrive as requested to maintain a reasonable quantity of inventory. If for any reason the Contractor should fail to deliver as required, the operation of the Algiers Water Plant and the quality of the potable water produced would be seriously affected. In case of failure on the part of the Contractor to make deliveries as called for above, and if such failure to deliver on the part of the Contractor shall result in the endangering of the proper operation of the Algiers Water Plant (such conditions being deemed to exist when the quantity of Lime in inventory at the Chemical Building becomes less than twenty (20) tons, the Board may exercise its option as specified in Paragraph 21 of these Specifications.

(28) Bid Samples

These samples must be hermetically sealed in a metal container, and properly labeled as to bid item number, type of Lime, and name of the bidder. These samples will be used as standards for the type and quality of Lime to be shipped under this contract. If any doubt exists as to the acceptability of this Lime exists, the Board may request samples as large as one rail car or truck load, the Contractor to be reimbursed for this Lime at bid price. Bids from Contractor who fail to submit samples, or whose samples do not meet specifications as called for herein will not be considered. The Contractor should obtain a dated receipt signed by a Board representative as proof that the samples were delivered as specified herein. All samples submitted become the property of the Sewerage and Water Board. These samples should be submitted to the following address no later than the bid opening time:

Algiers Water Plant Chemical Building 900 Lamarque St. New Orleans, Louisiana 70114 Attn. Kerry Foret

(29) Chemical and Physical Requirements

These specifications are for furnishing and delivering pebble Lime for use in the treatment of municipal water supplies. The Lime herein shall be the product resulting from the calcination of limestone and shall consist essentially of calcium oxide. It shall be freshly burned, and shall be substantially free of carbonate solids, siliceous residue, and over burned, recarbonated, or hydrated lime. It shall be of the quality known as "quick slaking", and shall slake satisfactorily, readily disintegrating into a suspension of finely divided material without the production of objectionable amounts of undissolved or unslaked material.

(30) The Lime supplied shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming water that has been properly treated with Lime. The method of production shall yield a product in which the following impurity levels are not exceeded:

IMPURITY	MAXIMUM LEVEL
Arsenic	10 ppm
Cadmium	2 ppm
Chromium	10 ppm
Lead	10 ppm
Selenium	2 ppm
Silver	10 ppm

- (31) The Lime furnished shall be produced of such size, or crushed and screened so that none shall be retained on a three-quarter (3/4) inch screen opening, no greater than twenty five percent (25%) by weight shall pass through a one-eighth (1/8) inch screen opening, and no greater than five percent (5%) by weight shall pass through a 100 mesh sieve.
- (32) Two (2) one-pound samples per rail car or trailer will be collected. The samples will be taken in the full flow of Lime from the hopper, after the hopper is half empty, or from the trailer hatch prior to unloading, as appropriate. Samples from multiple truck deliveries in one day will be analyzed as a single sample. In the sample to be analyzed, each truckload will be considered an equal aliquot. These samples will be placed in airtight jars for analysis. One of the samples may be analyzed by the Board, and the other saved for a period of two (2) months, and if requested, sent to the Contractor.

(33) Procedures for the Analysis of Lime

Available calcium oxide is defined as that constituent which enters in the reaction under conditions of the Rapid Sugar Method. Chemical analysis of available calcium oxide will be performed in accordance with the procedure specified in the AWWA Standard B202-07, Section 5.3. The Slaking Rate test shall be performed as specified in the AWWA Standard B202-07, Section 5.4. Sample results obtained from the modification of these procedures will not be accepted.

(34) Basis for Rejection

Any Lime shipments which fail to conform to AWWA Standard B202-13 specifications or those listed herein will be rejected.

The basis for rejection shall be:

- (a) Available calcium oxide content of less than eighty five percent (85%).
- (b) Failure of Lime to produce more than a ten degree Centigrade (10°C) temperature rise within three minutes during a slaking test.
- (c) More than five percent (5%) insoluble matter as determined by procedures in Section 5.5 of AWWA Standard B202-13.
- (d) Failure of the Lime to meet the size requirements specified herein.
- (e) Impurity levels in excess of those specified herein.

(35) Special Provisions

All bidders shall furnish the following information in the space provided for in the Proposal:

- (a) The Manufacturer's name and address.
- (b) The point of shipment.
- (c) The location and capacity of the manufacturing facility.

- (d) The storage capacity of the plant.
- (e) The "Standard Transportation Commodity Code" (STCC Number) for the product.
- (f) The typical analysis of the material to be furnished.
- (g) The acknowledgment of the receipt of addenda, if issued.

(36) VOLUNTARY EXTENSIONS OF THE AWARD

If this	bid i	s dete	rmined	to be	the	lowest	responsive	and	responsible	bid,	Bidder	agrees	to bio	b
extensi	ons o	of the a	ward da	te by	up to	two (2) thirty-day	perio	ods in accord	lance	with the	provisi	ons o	f
Louisia	ına R	evised	l Statute	, Title	e 38,	Section	n 2215 (A).	_				_		

Agreed
Agreed:
N. CD'11
Name of Bidder (type or print)
Signature of Bidder
Company Name

(37)	PROPOSAL
	MADE BY_
	ADDRESS
	CITY, STATE AND ZIP CODE
	DATE
	do hereby declare that the only person () interested in this proposal and that no other person than the one herein named ha any interest herein or in the contract proposed to be taken; that it is made without any connection with any persor or persons making proposal for the same material, and that it is in all respects fair and without collusion or fraud; also that no member of the Sewerage and Water Board or of the City Council of the City of New Orleans or any officer or employee of the City of New Orleans or the several Boards thereof, who are by law excluded from participation herein, are directly or indirectly interested herein or in furnishing the material to which it relates or in furnishing bond or in any portion of the profits hereof. Anddo further declare that have carefully examined the annexed specifications and hereby propose to furnish Lime called for in the specifications and in the manner and under the conditions required at prices stated herein, which are words and figures as follows:
(38)	Furnishing approximately one thousand two hundred (1,200) tons of Lime in pneumatic trucks, F.O.B., Algiers Water Plant, 900 Lamarque Street, Algiers, LA as specified herein
	FOR THE UNIT PRICE (per ton) OF
	DOLLARS(\$

(39)	Special Information Requested in Specifications: MANUFACTURER					
	ADDRESS_					
	CITY, STATE, AND ZIP CODE					
	POINT OF SHIPMENT					
	LOCATION AND CAPACITY OF PLANT					
	STORAGE CAPACITY OF PLANTTONS					
	STANDARD TRANSPORTATION COMMODITY CODE					
(40)	Lime	Typical	Analysis			
	Calcium Oxide Insoluble Matter. Temperature Rise (3 min.) Arsenic Cadmium Lead Selenium Silver Fluoride		% oC ppm ppm ppm ppm ppm ppm			
(41)	enclose with this proposal a percent (5%) of the total amount of the proposal Sewerage and Water Board of New Orleans, which damages to the Sewerage and Water Board, in ever good and solvent bond for the full amount of the authorized to do business in the State of Louisiana a Board.	nt of failur e contract	e to enter into a contract with in a surety company legally			

(42)	IF BIDDER IS A FIRM, FILL OUT THE FOLLOWING:						
	NAME OF ALL MEMBERS OF FIRM	ADDRESS					
(43)	IF BIDDER IS A CORPORATION, FILL OUT THE FOLLOWING:						
	NAME OF PRESIDENT						
	NAME OF SECRETARY_						
	THE NEW ORLEANS OR NEAREST REPRESENTATIVE:						
	NAME						
	NUMBER						
	CITY, STATE AND ZIP CODE						
	TELEPHONE EXCHANGE						
(44)	We (have/have not) taken e	exception to these Specifications.					

(45)	ADDENDA						
	The below signed acknowledg	ges receipt of the following Addenda:					
	NO	DATED					
	NO	DATED					
	NO	DATED					
(46)	SIGNATURE OF BIDDER						
	hereby certify that have received, read, and understand the attached S&WB Safety Orientation Notice and will comply with all provisions thereof, and will deliver the materials and/or services as specified herein at the quoted price and delivery time						
NAM	Е	(DI EASE DDINT)					
		(LEASE I KIIVI)					
ADDI	RESS						
CITY	AND STATE						
TELE	PHONE						
	(NORMAL)	(WEEKENDS/HOLIDAYS)					
SIGN.	ATURE						